

Cedar Rapids

Cedar Rapids Assn of FF #11

7/1/2005 6/30/2007

**Agreement**  
**between**  
**City of Cedar Rapids**  
**and**  
**Cedar Rapids Association of**  
**Firefighters, Local No. 11**

**July 1, 2005 – June 30, 2007**

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## ***Article 1 – Preamble***

1.1 This Agreement entered into by the City of Cedar Rapids, hereinafter referred to as "Employer", and the Cedar Rapids Association of Firefighters, Local No. 11, hereinafter referred to as "the Union" has as its purpose to set forth terms and conditions of the employment and to assure the orderly operation of the Fire Department in providing for the health, safety, and welfare of the citizens of Cedar Rapids and to conform with the Public Employment Relations Act of the State of Iowa.

## ***Article 2 – Recognition***

2.1 The Employer recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of employees of the Cedar Rapids Fire Department; INCLUDED: All firefighters, fire training lieutenant, fire inspectors or lieutenants, line lieutenants, fire training captain, fire inspector captain, line captains, and firefighter aide. EXCLUDED: Fire Chief, assistant chiefs, district chiefs, chief training officer, fire marshal, all mechanics, all secretaries, all other city employees, and all those excluded by Section 4 of the Iowa Public Employment Relations Act.

2.2 The Union recognizes the employees' responsibility to cooperate with the Employer to assure efficient service to the public and the obligation to safeguard the safety and welfare of the citizens of Cedar Rapids.

2.3 The Employer has the rights as listed in Section 7 of the Public Employment Relations Act and Chapter 20 of the Iowa Code except as limited by the provisions of this collective bargaining agreement.

## ***Article 3 – Check Off***

3.1 The Employer agrees to deduct from the pay of employees who are Union members, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. Upon being furnished written authorization from an employee to deduct union dues from his pay, the employer shall continue to deduct such dues each month until it receives a notice to cease such deduction from either the employee or the local union. A current list of all employees from whom deductions should be made shall be furnished by the Union to the City Auditor by July 1 of every year. New employee authorization forms must be submitted to the Auditor's Office by the first of the month prior to the first deduction.

3.2 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

#### ***Article 4 – Tuition Reimbursement***

Employees are eligible for reimbursement of 60% of the cost of tuition and books in pursuit of an Associate of Arts degree (AA) or certificate in fire science. All courses must be approved by the Chief prior to enrollment in the classes. City Personnel Policy 6.04.2, Education Assistance Program, spells out the procedural rules for participating in the program.

#### ***Article 5 – Miscellaneous***

5.1 Reserved.

5.2 Reserved.

5.3 Employees required by superior officer to use their private automobiles for Fire Departments business or as a necessity in changing stations shall be compensated at a rate to stay current with state allowances and as approved by the City Council.

#### ***Article 6 – Delegates and Committees***

6.1 No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union Committee for such convention, the Union shall give the Employer seven (7) days' notice where possible prior to such employee being absent for such purpose. Not more than two employees may be absent from work because of serving as a delegate or committeeman at one time without written permission from the Employer. Upon written request additional employees may be granted a leave of absence for this purpose if such absence will not interfere with the safe operation of the department. Also, any leave under this section shall be without pay.

6.2 All members of the Union Contract or Negotiating Committee or Grievance Committee, shall be granted leave with pay from duty for all meetings between the Employer and the Union concerning negotiations of the terms of a contract and grievance meetings when such meetings or hearings take place at a time when such members are on duty subject to the limitations cited below:

Negotiating and grievance committees shall not exceed five (5) members. Paid contract negotiating meetings shall be limited to three (3) sessions. Written notice must be given to the Chief or his designee at least one (1) working day prior to meeting or hearing. One working day means the individual employee's last scheduled day of work and not one calendar day.

#### ***Article 7 – Departmental Rules***

7.1 Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employee's right to file a grievance protesting the degree of discipline for violation of such rules.

7.2 Employer will update the ARS and SOPS as necessary. Employees will be notified when any change is made. A copy of these guidelines will be placed in each station.

#### ***Article 8 – (Reserved)***

#### ***Article 9 – Grievance Procedure***

9.1 It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

9.2 a. Should any differences arise between the Employer and the Union or between the Employer and any employee or group of employees, regarding the effect, interpretation or application of this Agreement or any agreement made supplementary hereto, it shall be settled as shown in this article.

b. Suspensions, demotions or discharge cases involving employees covered under the Civil Service statute shall be processed in accordance with that statute.

9.3 The following steps are agreed upon in the handling of grievances:

a. Step I. The Union shall present the grievance in writing citing the article and paragraph of the contract that has allegedly been violated to the Chief within ten (10) business days of the alleged infraction or when the employee should have had knowledge thereof. The Chief or his designee shall respond to the Union in writing within ten (10) business days from receipt of the written grievance.

b. Step II. If the grievance remains unsettled, the Union shall notify the Collective Bargaining Representative in writing within five (5) business days that they wish to appeal the grievance to the next step. Within ten (10) business days, the Collective Bargaining Representative shall schedule a hearing to allow both parties to present their case. The Collective Bargaining Representative will issue the decision, in writing, to both parties within ten (10) business days.

c. Step III. If the grievance is still unsettled, either party may file for arbitration by requesting a panel of five (5) arbitrators from the Public Employee Relations Board within thirty (30) calendar days of the Step II answer.

d. Failure on the part of the Union or an employee to make a timely filing, appeal or to strike arbitrators under this article, except for good cause, shall constitute a waiver of the grievance. Failure of the Employer to make a timely filing or answer under this article, except for good cause, shall constitute a settlement of the grievance in accordance with the requested remedy.

9.4 The following provisions are agreed upon in relation to the grievance procedure:

a. The Employer and Union shall meet within ten (10) business days from receipt of said list and alternately strike four (4) names from the submitted list. The arbitration shall be held within four (4) months of the date of the Employer's answer at Step II. The requesting party will present its case first except in the case of disciplinary action where the Employer shall present its case first.

b. The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes that concern the effect, interpretation and application of the Agreement and his decision shall be limited by the provision of this Agreement. The arbitrator shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any agreement made supplementary thereto. At the close of an arbitration hearing the Arbitrator shall have thirty (30) calendar days to render a decision. The decision reached by the Arbitrator shall be final and binding upon the parties unless otherwise agreed to by the parties after the decision has been received. Any award resulting from the Arbitrator's decision shall not be retroactive beyond the date on which the grievance first occurred.

c. Each party shall bear the expense incurred in presentation of its case including costs of witnesses and both parties shall equally share the expense of the arbitrator and other incidental and necessary expenses incurred by the arbitrator.

d. The rights of individuals set forth in this grievance procedure are agreed upon in consideration that the decision rendered under this grievance procedure shall be final and that there shall be no refusal to perform any specific duty, pending the handling of a grievance.

e. Business days referred to in the steps for handling grievances mean that Saturdays, Sundays, and holidays shall not be counted in determining the number of days in any interval mentioned in this article.

### ***Article 10 - Seniority***

Seniority means an employee's length of continuous service with the Employer that is not broken by resignation, retirement or other terminations. This seniority is used to establish the accrual rate of benefits.

Department Seniority means an employee's length of continuous service with the Department that is not broken by resignation, retirement or other termination. This seniority is used for all other purposes except in Articles that explicitly state that Civil Service seniority prevails.

10.1 The Iowa Civil Service Act in relation to all jobs falling within such statute, shall be followed in the filling of vacancies, promotions, demotions, suspensions, or voluntarily returning to a former job. Where the Agreement is consistent with the Iowa Civil Service Act, the following shall be followed in matters of seniority.

10.2 The Employer will make available complete seniority lists of the employees covered by this Agreement once each year, on January 1 of each year in each station. A copy of such seniority lists shall be given to the Union upon request.

10.3 All original appointments of new employees shall be probationary and subject to probationary period after date of appointment of one (1) year for firefighters. At any time during such probationary period the Employer may release such employee for any reason; however, at the end of this such probationary period, such employee shall be classed as a regular employee with established seniority, which shall date from the date of appointment. Employees on an unpaid leave of absence that exceeds 60 days in duration will have their seniority adjusted accordingly. An employee on job injury sick leave is considered to be on a paid leave of absence under this section and will not have their seniority adjusted.

10.4 All Civil Service employees are subject to the pertinent provisions of Iowa law.



10.5 Overtime scheduled within suppression in advance will be assigned by departmental civil service seniority to equally qualified line employees. An employee who has been working on a case may be assigned overtime or be called in special regardless of seniority. Also call-ins or overtime for a specific purpose will be assigned to the employees who are working on such work or who are normally assigned to such work. (See Section 11.11)

10.6 When the need for overtime occurs, the following procedure will be followed. Three (3) lists will be maintained for this purpose. One list will be for 20 hours or more and the other for less than twenty (20) hours and the final list shall be for special events. District Managers shall call from the appropriate list unless it is from the special event list, then the person in charge of the event will call.

a. No firefighter is eligible for the overtime list until completion of the probationary period.

b. Employees on sick leave, funeral leave, any other authorized leave of absence, union business, Fire Department related business such as schools or seminars, or time trades will not be moved to the bottom of the list should their name be at the top when extra staff is required.

c. When calling from the special event list, employees covered under this agreement who work a forty (40) hour week shall be called first. (A special event is an event arranged by the special event division, which does not include turnout gear).

In the event more people are needed for the event, shift employees shall then be called by seniority. Shift employees will have the option of having their name on the list.

10.7 An employee to be permanently transferred to a different shift or station will be notified thirty (30) days prior to the effective date of the transfer, if practicable.

10.8 In the event it becomes necessary to reduce the work force, the Civil Service Act will be followed for those positions coming under such Act.

10.9 In the event of a layoff, an employee so laid off shall be given ten (10) day's notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above except for just cause, he shall be considered to resign.

10.10 An employee shall lose all seniority rights under this agreement for the following reasons subject to the rights of Civil Service employees under the Iowa Code:

1. Voluntary quit or retirement.
2. Final discharge for cause.

3. Except for good cause, failure to secure proper leave of absence or failure to return by the expiration date of leave of absence or an extension thereof properly granted.
4. Laid off for a period of more than twenty-four (24) months.
5. Failure to return after being recalled from layoff as shown in 10.10, except for just cause.
6. Has not worked on a job covered under this Agreement for any reason for a period of twelve (12) months except for job-incurred injuries or medical reasons or layoff.
7. Working another job while on paid or unpaid leave for any purpose, unless written approval is received from the Chief of Fire Department in advance.

10.11 A non-civil service employee who is promoted out of the bargaining unit will have 30 days to decide if he wants the position. If not, he is eligible for the same rights as listed under 10.6.

10.12 Employees will have the opportunity to request a transfer on positions vacated by separation from employment and promotion. Two (2) subsequent openings will also be posted but no more than three (3) openings will be posted per separation or promotion. The position will be posted in each station for a period of ten (10) calendar days. Selection will be by seniority of employees who first meet any required special certification. Special certification shall mean Paramedic.

a. Shift employees will have the opportunity to request a transfer on positions vacated by separation from employment or promotion. Two (2) subsequent openings will be posted but no more than three (3) openings will be posted per separation or promotion. The position will be posted via electronic mail to all employees consisting of one process per year for all openings. The first round will be September 1<sup>st</sup> to the 10<sup>th</sup>, round two will be September 11<sup>th</sup> to the 20<sup>th</sup>, and round three will be from September 21<sup>st</sup> to the 30<sup>th</sup>. Those wishing to be considered will have 14 days to email back to their Battalion Chief as well as the "Fire Bid Group". The Fire Bid Group will consist of three members of the executive board and whomever management chooses. Successful bidders will be notified by their Battalion Chief and the Union will be included in the communication.

b. An employee who loses their position due to the assignment of a Probationer, shall notify their supervisor of their intent to reoccupy their old position when the probationers year is over. If they do not wish to return the position will be bid when the probationer is reassigned.

c. The employer reserves the right to balance shifts to maintain maximum efficiency. If the employer needs to balance shifts, the employer will notify the employee fifteen (15) calendar days prior to any transfer. When the employee's vacation is impacted, the employee will be allowed to choose unfilled vacation slots or slots as close to their current vacation picks.

Employees will have the opportunity to request a transfer (via a bid system) into positions that are vacated for the following reasons.

1. A vacancy due to a separation of employment (retirement or resignation).
2. A vacancy due to a promotion.
3. A vacancy due to a displaced firefighter (that was displaced by a probationer assignment) choosing not to return to the position that they were displaced from.

### **Employee transfer bid process**

The bid process shall consist of three rounds (if there are active bids during each step of the process for the vacant positions).

1. The bidding process shall begin (first round) on September 1 each year.
2. There will be three round of bids total. The initial vacant position, and two subsequent bids, if there is an active bids for the previous positions.
3. Each round of bids will be posted, and available for sign up for 10 calendar days.
  - a. Round 1 will be September 1 to September 10.
  - b. Round 2 will be September 11 to September 20.
  - c. Round 3 will be September 21 to September 30.
  - d. After the active bidding is completed, or there are no bids for a posted position, the Chief (or his designee) shall then assign personnel to the open positions.
4. Persons wishing to bid for a posted vacancy, shall send an email to the Fire Bid Group with the following information: their name, the station, squad and letter days that they wish to sign up for within the appropriate 10-day period.
5. Since the bidding process begins on September 1 each year vacancies shall be identified as those occurring between September 1 of the previous year through August 31 of the current year.
  - a. The exception to this will be for firefighters displaced by a probationer (the previous year). In the event that the probationer doesn't complete their "probationary year" until after September 1, the displaced firefighter can choose to return to their displace position when the probationer is reassigned.
  - b. If the displaced firefighter chooses not to return to their displaced position, then that position shall be open for bid on September 1.
  - c. If the probationary firefighter is not reassigned (continues in the prior years assignment) the position will not be bid.
6. Selection for each vacant position identified above will be by civil service seniority and any required special certification, special certification shall mean paramedic.

- a. Any paramedic that successfully bids out of a paramedic station, will not receive paramedic pay while working in a non-paramedic station.
- b. A minimum of one paramedic (per shift) is required to maintain the paramedic status of a designated paramedic station.
- c. The City does not guarantee that a paramedic station will be staffed at that level at all times.

7. The employee that successfully bids for a vacant position as identified above shall have one hour to accept or decline the new assignment, once they have been notified of the successful bidding.

### ***Article 11 – Workweek and Overtime***

11.1 This article is intended only to provide a basis for calculating overtime and establishing normal work schedules and is not meant to establish any guarantee of hours or pay.

11.2a. The work hours for Fire Prevention Bureau and Training Department will consist of 40 hours per week. Line personnel will follow a 19-day rotating schedule of 53 hours.

b. The following work schedule shall be followed for employees covered by this Agreement. The Employer agrees to post any changes in permanent shifts not less than ten (10) calendar days before the effective date of such change. However, the union shall be given a ten (10) day notice of any contemplated change prior to its implementation for discussion purposes.

#### WORK SCHEDULE, 40-hour week

##### OFFICE

Monday through Friday  
8:00 A.M. - 4:30 P.M.

##### PUBLIC EDUCATION OFFICER

Flexible Schedule

##### DAY STAFF

Monday through Friday  
Flex Schedule between 7:00 A.M and 5:30 P.M.  
DAY STAFF Bargaining unit employees may work a 40 hour  
Flexible schedule within the hours stated above.

11.3a. Employees except for line personnel shall be paid at the rate of 1 1/2 their basic hourly rate for hours actually worked in excess of 40 hours in any workweek. Paid leave hours such as sick leave, funeral leave, or vacations will count as hours worked in computing the workweek. All overtime should be computed to the nearest 1/10 of an hour.

Line Personnel will receive overtime for time worked outside of their normal regularly scheduled hours and the extra hour worked on the adjustment for daylight savings time in the fall.

b. Fire Prevention personnel and Training Department personnel shall be permitted to accumulate up to one hundred sixty (160) hours of compensatory time at a rate of one and one-half (1 1/2) hours compensatory time for each overtime hour worked. Time-off in multiples of one hour or the full one hundred sixty (160) hours may be taken off at the discretion of the Fire Chief or his designated Officer.

11.4 For pay purposes the workweek of the Employer runs from 7:00 A.M. Saturday of one week to 7:00 A.M. of the following week. Also for pay purposes, holidays begin at 12:00 midnight and end twenty-four (24) hours later.

11.5a. There shall be no pyramiding of overtime in that any hours for which overtime or premium pay has been paid will not be included or counted as hours worked for the purpose of determining further overtime or further premium pay under this Agreement. A change in work schedules or trade off of work assignments or other rescheduling of work assignments requested by an employee, when approved by the Employer, which results in work assignments within a workday in addition to the regularly scheduled shift of an employee, shall not be considered overtime.

b. Employees shall be allowed to trade time. This shall include entire twenty-four (24) hour shifts and or any part of a shift with company officer notification. Officers will trade with officers and Firefighters will trade with Firefighters with the following exception: personnel on a certified Civil Service list for Captain can trade with either a Captain or a Firefighter. A person on a Civil Service list who trades with a Firefighter not on a Captains List, should not expect to be utilized in an Acting position for that shift. It is the responsibility of the company officer to update the roster in a timely manner to reflect all time trades.

However, employees trading a workday must report for their scheduled tour of duty or have a replacement available. If a time trade is not properly consummated, the employees originally scheduled to work will lose pay for those hours not worked.

11.6a. All overtime to be worked must be approved in advance by the Chief of the Fire Department or Assistant Chief, except in case of emergency. The Employer retains the right to require any and all employees to work additional hours when an emergency exists or the Employer believes it necessary in the interest of public safety.

b. Should an employee, because of fire or other emergency require time for personal cleanup that may extend beyond his usual shift termination, the District Chief may grant thirty (30) minutes time from the time the vehicle returns to the station.

11.7 Payday shall be biweekly and shall be on a Friday except when Friday is a holiday, then pay will be made available on the day preceding such holiday. However, should there be any changes necessary in payday, the employees will be notified at least 10 days prior to such change. Not over 2 weeks pay shall be held back.

11.8 An employee called back to work while off duty shall be given a minimum of three (3) hours' work on his own job or other available work or a minimum of three (3) hours' pay at one and one-half (1 ½) times his basic hourly rate. In the event that the person called back to work finishes the job that he was called back for before the three (3) hour period, he may be released from work with pay, for the full three (3) hours at one and one-half (1 ½) times his basic hourly rate. Such hours will not constitute a day's work for the purpose of calculating overtime. Departmental committees will have a one-hour minimum.

11.9 An employee called in to work two (2) hours or less prior to the established starting time of his scheduled shift shall be paid at the rate of time and one half (1 ½) his basic hourly rate for the time worked.

11.10 It is anticipated that from time to time an employee may receive a phone call when he is not at work for information to assist the Department in completing such employee's reports or for other information. The employee shall furnish all information in his possession to the person making such call.

11.11a. When a 24-hour shift employee is required by a district chief or a non-shift employee is required by a supervisor to assume the duties and responsibilities of a bargaining unit classification higher than that which he normally holds, he shall be paid the rate of the higher classification. However, if such employee is required to assume the duties and responsibilities of a higher classification not in the bargaining unit, he shall be paid at the rate that is equal to his regular rate of pay plus 5%. Such provision shall not apply in training assignment for a designated period of time. An employee may also be temporarily assigned work in a class of lower rank, but in such event shall be paid his regular rate of pay. To qualify for pay in a higher classification, day personnel shall be assigned the higher-class position for periods of time greater than eight (8) hours.

b. An employee who has served as a temporary District Chief may be required to complete some of that work subsequent to returning to their permanent rank. With the approval of the Assistant Chief, the employee will be compensated at their Acting District Chief rate for the actual time spent completing that work. The above shall also apply to employees who are Acting Lieutenants and Acting Captains.

11.12 Inspectors who are required to standby while off duty shall standby at their normal place of residence, or after notifying the Joint Communications Center he could be reached by pager, and giving a telephone number, may be at another location, provided that he may respond and report in-service within fifteen (15) minutes. Such employee, if not available within the city limits, shall leave the equipment at the Central Station and his time shall start when he reports in-service to the alarm operator.

Employee on standby shall be compensated as follows:

a. An employee on standby will be paid \$25.00 for each seven (7) day week he is on standby for all off-duty hours during the week, including Saturdays and Sundays.

b. For a one (1) day holiday: shall be paid \$12.50 per day. The standby hours will start at the end of the schedule shift of the employee on the day prior to the holiday, continue through the holiday until the resumption of work on the regular shift of the employee on the workday following the holiday, or until relieved from standby.

c. Standby for a three (3) or four (4) day holiday: shall be paid \$25.00 for the weekend (or two (2) off-days) and \$12.50 for the extra day or days. The standby hours will start at the end of the employee's regular shift prior to the scheduled holidays, continue through the authorized holidays until the resumption of work on the regular schedule on the day following such holiday, or until relieved from standby.

d. No employee will be required to be on standby during his approved vacation.

11.13 a. No job or job classification shall be displaced by the use of temporary or seasonal employees.

b. Permanent part-time employees shall be entitled to holiday pay if the holiday falls on a scheduled day of work. Any such employee shall forfeit his right to payment for a holiday if absent from work the day preceding such holiday or on the next regular working day following such holiday.

11.14 Any time the words "work day", "day", or "work period" appear it shall mean twenty-four (24) hours for shift personnel, and eight (8) hours for day personnel.

## ***Article 12 – Major Change in Job Content or Establishment of a New Job***

12.1 In the event of a major change of job content or installation of a new job, the Employer shall establish a new rate. Either party is not satisfied with the rate may file a grievance in accordance with the grievance procedure.

12.2 Such grievance must be filed between the thirtieth (30) and forty-fifth (45) day of operation of the job and if the rate of the job is increased by the Employer such rate shall apply as of the first day the new job or revised job began.

### ***Article 13 – Uniform Allowance***

13.1 The Employer agrees to furnish all required clothing, equipment and allowances for repairs and dry cleaning, set forth under the present quartermaster system, which shall continue in effect. A list of such items and allowances shall be kept current at each station. Any changes in the present quartermaster system will be made by the Fire Chief after consultation with the Safety Committee, as established in Article 27.

13.2 An employee leaving the service of the Employer whether through resignation, retirement, layoff or discharge, is responsible for returning any City property which he may have in his possession. An exception is in regard to the identical clothing or equipment purchased by the employee under the previous clothing allowance system prior to the present quartermaster system. Failure to return City property which includes all protective clothing, badges and identification card, may result in the employee's final check being held up with deduction being made for the value of the property.

### ***Article 14 – Holidays***

14.1 During the term of this Agreement the following shall be observed as holidays:

<u>Holidays Observed</u>	<u>Holiday Pay Paid on</u>	
Independence Day	July 4, 2005	July 4, 2006
Labor Day	September 5, 2005	September 4, 2006
Veterans Day	November 11, 2005	November 11, 2006
Thanksgiving Day	November 24, 2005	November 23, 2006
Day after Thanksgiving Day	November 25, 2005	November 24, 2006
Day before Christmas	December 24, 2005	December 24, 2006
Christmas Day	December 25, 2005	December 25, 2006
Day before New Year's	December 31, 2005	December 31, 2006



New Year's Day	January 1, 2006	January 1, 2007
Lincoln's Birthday	February 12, 2006	February 12, 2007
Washington's Birthday	February 22, 2006	February 22, 2007
Good Friday	April 14, 2006	April 6, 2007
Memorial Day	May 29, 2006	May 28, 2007

14.2 All employees shall receive eight (8) hours pay at straight time for holidays subject to Section 14.3.

Line Personnel are paid holiday pay with their last pay check in June for holidays occurring in the calendar year prior to that date and in the first pay check in December for holidays occurring the balance of the year not paid for in the previous check. Employees on scheduled shifts will observe the holiday on the date which it falls. Line employees working on shifts who work on a designated holiday in addition to holiday pay allowed as aforesaid, shall be paid time and one-half (1 ½ for hours worked on the holiday as follows: on a holiday, one shift would be paid holiday premium pay for hours from 12:00 midnight until 7:00 a.m. and the shift reliever would be paid holiday premium time for hours from 7:00 a.m. until 12:00 midnight on the holiday.

For all other employees, the holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday and on Monday when the holiday occurs on Sunday. In the years when the day before Christmas and the day before New Year's Day occurs on Friday, such employees will celebrate their holiday on the preceding Thursday. In the years when the day before Christmas and the day before New Year's Day occurs on Sunday, such employees will celebrate their holiday on the following Tuesday. If scheduled to work, in addition to being paid holiday pay, such employees will be paid for each hour worked on the holiday at one and one-half (1 ½) times his regular base pay.

14.3 An employee shall forfeit his right for payment for a holiday if absent from work on the calendar day immediately prior to the holiday or immediately after the holiday if scheduled, or if scheduled to work on the holiday and does not work unless on approved leave. An employee during the first 30 consecutive calendar days of an unpaid sick leave of absence, shall be eligible for holiday pay for any holidays falling in that period. Any employee on other unpaid leaves of absence shall not earn holiday pay.

14.4 A shift employee called in for duty, when scheduled off on the holiday, shall in addition to being allowed eight (8) hours' holiday pay be paid time and one-half (1 ½) his regular hourly rate for all time worked on such holiday.

14.5 All employees except line personnel having a holiday occurring during a vacation period will not be charged vacation for each day of such holiday and will be entitled to a day off for such vacation at a time approved by their superior officer.

14.6 Employees who are serving their probationary period are entitled to holiday pay for holidays falling within such probationary period on the same basis as regular employees.

### ***Article 15 – Vacations***

15.1 All regular full-time employees shall be entitled to vacation time with pay at their established rate under the following schedule (New employees are not entitled to vacation until completing one (1) year of service):

after one (1) year of service	40 hours (one week)
after two (2) years of service	80 hours (two weeks)
after seven (7) years of service	120 hours (three weeks)
after twelve (12) years of service	160 hours (four weeks)
after seventeen (17) years of service	200 hours (five weeks)

Fire Department personnel on the squad schedule shall receive vacation pay as follows:

after one (1) year of service	one week
after two (2) years of service	two weeks
after seven (7) years of service	three weeks
after twelve (12) years of service	four weeks
after seventeen (17) years of service	five weeks

a. A week will consist of three work days.

b. For each week when on vacation, squad personnel will be paid for the hours of duty when otherwise scheduled to work.

For each week when on vacation day shift personnel will be paid for five (5) consecutive days when otherwise would be working with vacations beginning on a Monday.

15.2 Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

15.3 If an employee has been employed for a period of more than twelve (12) months, payment for vacation days earned will be paid upon retirement, resignation, or dismissal, if an employee gives five (5) days' notice in case of resignation. The employee will not be paid if the employee fails to return from a leave of absence without giving five (5) days' notice before the leave expires except for just cause. In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee.

15.4 Vacation hours are calculated and posted for all employees the first month of every year and reflect the hours of vacation earned the previous year, which represent the vacation due on the next anniversary date of each employee. This vacation is also shown on the pay voucher of employees for their information. For those regular full-time employees who will complete two (2), seven (7), twelve (12) or seventeen (17) years of service and for those squad employees who will complete two (2), seven (7), twelve (12), or seventeen (17) years of service in the calendar year, the vacation posted will show the extra week of vacation for those employees. In order for vacation to be taken during the calendar year in which posted, the extra week of vacation may be taken before the employee's anniversary date, his final paycheck will have the amount of unearned vacation taken deducted.

15.5 The schedule for vacation dates for any calendar year will be from January 1 through December 31, but a workweek that starts at the end of December and ends in the first part of January will be listed as a week for vacation picking purposes. An employee who is unable to take his or her vacation as originally scheduled at some later time in the calendar year solely because of job related injury or because the city requested the employee to postpone vacation shall be permitted to carryover up to two weeks of vacation for up to six months after the end of said calendar year with the approval of the Commissioner of Public Safety which approval shall not unreasonably be withheld.

15.6 a. All line personnel, including captains, lieutenants, and firefighters, shall select vacations by Civil Service seniority regardless of rank. The number of employees who may be on vacation is subject to the approval of the Chief of the Fire Department.

b. Vacation picking will consist of two rounds. The first round will consist of any number of days. If more than one day is selected, they must be consecutive days. The second round of picking will allow the remaining vacation to be picked in any manner (either single days or any number of consecutive days on open dates).

c. Vacation periods for squad personnel will start following their scheduled days off regardless of the day of the week. Full week vacation for day personnel vacation period will start on Monday.

Day shift personnel may pick any or all of their vacation in December. They may also choose to pass on picking. Any remaining vacation shall be selected at any time during the year with one (1) day advance notice. Conflicts shall be settled by seniority. Any day shift person who has earned more than two (2) weeks vacation must pick at least one (1) week in consecutive days. One (1) week equals 5 business days. The one (1) week can start on any day of the week.

15.7 An employee who is off work because of sickness or injury and is under a doctor's care, if his vacation was scheduled to begin before he is able to return to work, may have his vacation rescheduled for a later date. This request must be in writing and turned in to the District Chief prior to the vacation period starting. Approval/disapproval rests with the Chief or his designee, who will attempt to give written answer prior to the start of his first scheduled day of vacation.

### ***Article 16 – Health and Welfare***

16.1 The Employer shall continue in effect the present coverage of insurance programs currently available to employees; however, this statement, nor any other contract language is to be construed as limiting the Employer's sole authority to change insurance carriers, if equivalent or better coverage can be obtained. However, the Union shall be given 30-day notice of any contemplated change of carrier for discussion purposes. These programs and the contributions by the Employer are:

a. Health Insurance: Employees are covered by the Alliance-Select health insurance plan. Benefits and administrative procedures are described in the current health Benefits Certificate. The Employee contribution effective 7/1/05 is:

(1) for the employee, \$15.00 less than 100% of the single member monthly premium. The \$15.00 will be paid by the employee.

(2) for the employee's dependents, \$30.00 less than 100% of the family coverage monthly premium. The \$30.00 will be paid by the employee.

(3) Annual deductible for single is \$100.00/calendar year.

(4) Annual deductible for family is \$300.00/calendar year.

(5) Out of Pocket Maximum for single is \$500.00/calendar year

(6) Out of Pocket Maximum for family is \$1,000.00/calendar year.

The Employer's obligation to contribute towards the above coverages will commence on July 1, 1980, or such later date that the Employer's insurance carrier places the single or family coverage into effect; whether going underwriting or in the case of an "event" as defined by the insurance carrier.

For the benefit period starting 7/1/86, there will be an opportunity to transfer between the negotiated insurance plan to any optional insurance plan offered by the Employer subject to certain restrictions.

b. Group term life insurance with accidental death and dismemberment in the amount of \$10,000 on each eligible employee. When employee reaches age 70 the face value of said policy reduces to \$5,000. Employees will be offered the opportunity to purchase up to 2x their annual salary, in \$5,000 increments, with a maximum of \$100,000, in additional life insurance subject to availability and certain limitations.

16.2 Dental Insurance: The Employer agrees to offer and pay the monthly premium for the employee's portion of dental insurance covering check-ups and teeth cleaning, cavity repair and tooth extractions, and high cost fillings, root canal fillings, gum and bone disease (non-surgical) subject to certain deductibles, reimbursement percentages, waiting periods, and other carrier restrictions. The employee may elect to pay the cost of dependent coverage for the above coverages, which will also include teeth straightening for eligible dependents, at his or her own expense.

Elective dependent coverage is also subject to certain deductibles, reimbursement percentages, waiting periods, and other carrier restrictions.

Benefits and administrative procedures as described in the current Benefits Certificate.

16.3 During a layoff or an unpaid leave or absence for any reason as shown under Article 20 herein, the employee may continue his health insurance and life insurance in accordance with the master contract of the insurance company by making arrangements with the City Treasurer's office to pay the entire cost of monthly premiums for each month. Failure to make such payment will result in the employee being dropped from coverage in accordance with the provisions of the master policy of each carrier.

#### ***Article 17 – (Reserved)***

#### ***Article 18 – Longevity Pay***

18.1 Longevity rate schedules are intended to recognize long and faithful service, particularly where the opportunity for employment is limited and there is no provision for further advancement within the base pay range. Longevity rate schedules are not construed as being a part of base pay schedules which relate to the level, nature, and difficulty of work of positions and not to the service circumstances of employees.

- 18.2 Longevity rates shall be applied as follows:
- |                           |                    |
|---------------------------|--------------------|
| After 5 years of service  | \$20.00 per month  |
| After 10 years of service | \$40.00 per month  |
| After 15 years of service | \$60.00 per month  |
| After 20 years of service | \$80.00 per month  |
| After 25 years of service | \$100.00 per month |

18.3 Payment of longevity shall be made twice yearly, on the last payday in June and the last pay day in December.

### ***Article 19 – Jury Duty***

19.1 The Employer shall pay an employee who serves on a jury, the difference in salary between jury pay and his regular salary for the hours required to serve. If discharged from such service before his workday ends, such employee shall immediately report for duty. An employee who has been subpoenaed or ordered to appear in court on behalf of the employer on a day when he is not scheduled to work, shall be paid at the rate of one and one-half (1 ½) his basic hourly rate for the time so spent with a minimum pay in accordance with Article 11.8 of this agreement.

### ***Article 20 – Leave of Absence – General Provisions***

20.1 Leaves of absence will follow the general personnel policies and provisions of the Employer which cover special leaves, sick leaves, job injury sick leave, maternity leaves, funeral and military leaves, etc., except as covered in Articles 21 through 26.

20.2 Failure of an employee to comply with the provisions required prior to a leave may result in the complete loss of seniority rights for the employee involved. However, inability to work because of proven sickness or injury shall not result in any loss of seniority rights. During the period of absence on any paid leave (unless approved by the Fire Chief), the employee shall not engage in gainful employment as this may result in his being dropped from the payroll.

### ***Article 21 – Sick Leave***

21.1 Each full-time employee of the Employer shall be entitled to sick leave on one (1) work period with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to a prorated amount of sick leave for the time actually worked at the same rate as that granted full-time employees.

21.2 Accrual of sick leave is unlimited.

21.3 a. An employee eligible for sick leave with pay shall be granted sick leave for absence due to a condition rendering the employee temporarily unable to perform job duties, for his illness or injury or exposure to contagious disease. An employee off sick or off because of injury shall inform the District Manager that they are unable to perform their job duties due to illness or injury. Failure to do so may require an employee paid doctor's certificate and may be the cause for the denial of sick leave pay. Should the Fire Chief suspect an employee of misuse of sick leave, the Fire Chief shall notify the union with the person's name and then send the employee a letter stating they shall provide a doctor's certificate each time they call in sick for the next six (6) months. Such written notification shall remain in effect for the next six (6) months from the date of the written notification. Such medical visits shall be at the employee's expense. Failure to supply this document shall be cause for denial of sick leave pay. Any employee who suffers an injury off the job and who is later required to see a physician of the City's choice prior to returning to work shall have that doctor's visit paid for by the City. When an employee is released to return to work without restrictions by their personal physician and the City requires them to see the city physician all deduction of sick leave shall cease and the employee shall be on their normal pay. The employee shall not be required to take any physical fitness test to return to work.

b. An employee who is unable to work shall notify the District Manager no later than thirty (30) minutes or earlier than twelve (12) hours prior to the starting time of his scheduled shift.

21.4 Employees absent from work on legal holidays, during sick leave, vacation, for disability arising from verified injuries in the course of their employment, or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were employed.

21.5 Any employee on leave of absence without pay shall not earn sick leave.

21.6 Absences for part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount not smaller than one (1) hour.

21.7 Sick leave shall be uniformly posted on employee's pay voucher on a semi-monthly basis for all employees at the rate of one-half ( $\frac{1}{2}$ ) day per semi-monthly period.

21.8 a. Fire Department personnel on the twenty-four (24) hour shift schedule shall accumulate sick leave on the basis of one (1) day for each completed month of service provided that sick

leave used shall be charged at the rate of one (1) day for every twenty-four (24) hour shift missed. For purposes of this rule, one (1) day is defined as eight (8) hours.

b. Also for purposes of charging sick leave to twenty-four (24) hour shift personnel, sick leave will be charged in increments of one (1) hour for each multiple of three (3) hours or portions thereof absent because of sickness.

c. Non-twenty-four (24) hour shift personnel shall be charged sick leave at the rate of eight (8) hours for each eight (8) hour day absent because of sickness.

21.9 During any absences of an employee when sick leave would be payable, an employee may use his vacation time after all of his accumulated sick leave time has been used.

21.10 Job Injury Sick Leave - Civil Service. All accidents must be reported to the employee's supervisor or the City's Industrial Nurse as required by the Employee's Handbook of Occupational Safety and Health Regulations. Upon the employee so reporting, the employee will be paid for the balance of the shift on the date the injury or job-related illness occurred providing the injury or illness incapacitates him from doing his regular work. No time shall be deducted for the employee's accrued sick leave for the duration of illness or injury if found to be job related. In the event there is a question as to whether an injury is job related or as to the duration of the illness, the matter shall be referred to the City physician, if practicable. Any matter not referred to the City physician or still in dispute after referral to the City physician shall be determined in accordance with the grievance and arbitration provisions of this agreement. The arbitrators shall give controlling weight to any determination made by the City physician within the scope of his or her expertise which is based upon fact. In all other cases the employee shall be required to clearly demonstrate that the illness or injury was job related. Benefits hereunder shall be denied if the employee cannot demonstrate that the injury was job related. The City shall pay for such doctor's determination if found to be job related. The employee shall pay for this examination if found not to be job related. In serious cases of possible permanent disability, the present practice of obtaining such determination shall not be followed. This article shall in such cases not be considered a right of unlimited sick leave payment.

## ***Article 22 – Job Injury Sick Leave (Non-Civil Service Employees Only)***

22.1 All accidents should be reported to the supervisor within forty-eight (48) hours after the accident to insure proper coverage under Workers' Compensation Law.

22.2 The first three (3) consecutive calendar days that an employee injured on the job in the employment of the Employer if off work shall be on the basis of such regular sick leave to which he is entitled under the pay plan of the Employer.



22.3 After said three (3) day period, the employee shall be entitled to thirty (30) further days sick leave without the same being deducted from his or her regular sick leave if recommended by the City physician and approved by the City Council.

22.4 After the expiration of said additional thirty (30) day period, the employee shall be examined by the City physician and the City physician shall make his report to the City Council or its authorized representative; that the Council or its representative shall then confer with the Employee and such other persons as may have a material relationship to the matter, and the Council shall then determine and prescribe whether the employee may be entitled to any further sick leave without the same being deducted from the regular sick leave provided by the pay plan.

22.5 The employee shall assign to the Employer all Workers' Compensation benefits which he received or to which he is entitled for the period that he is off work covered by sick leave. That any employee who fails to assign said benefits or knowingly accepts or receives said benefits or fails to promptly reimburse the Employer for any such benefits inadvertently or unintentionally received, shall reimburse the Employer for all sick leave received in an amount representing his regular pay for said period.

#### ***Article 23 – Maternity Leave***

23.1 Pregnancy and related medical conditions may be considered temporary physical disabilities and paid sick leave may be used for absences due to these causes on the same basis as any other temporary physical disability. A doctor's certificate indicating the anticipated dates of physical disability will be required as soon as the employee has knowledge thereof, in addition to doctor's certificates which indicate the actual dates of disability.

23.2 The employee may use accrued vacation after exhausting that balance of sick leave with pay. Following the expiration of her accrued vacation, sick leave, and other paid leave the employee may request leave without pay per Article 26.

23.3 The employee is expected to return to work as soon as she is physically able to resume job duties. Upon returning to work she must present a doctor's certificate indicating that she is physically able to return to work.

23.4 The employee must be a permanent or a permanent part-time employee. Employees in a temporary or seasonal status will not be granted leave under this article.

#### ***Article 24 – Funeral Leave***

24.1 In the event of a death in the immediate family of an employee, the employee shall be granted a leave of absence with pay. Such leave shall consist of five (5) consecutive calendar

days, one of which must be spent in attendance at the funeral. Immediate family of the employee will consist of the following: spouse, children or other family member residing in the same household as the employee.

In the event of a death of an employee's parent(s) or of the employee's spouses parent(s) the employee shall be granted three (3) consecutive calendar days leave, one of which must be spent in attendance at the funeral.

Nothing in the above two paragraphs shall prevent an employee from returning to work earlier if he so desires.

In the event of a death of other members of the employee's family, the employee may, with approval of the Chief of the Fire Department, be granted time off, without loss of pay, not to exceed three (3) consecutive calendar days, one of which must be spent in attendance at the funeral. For purposes of this paragraph, members of the employee's family shall consist of employee's sister, brother, stepfather, stepmother, stepsister, stepbrother, stepchildren, grandmother, grandfather, grandchildren, son-in-law and daughter-in-law.

If the funeral falls on the employee's working day, a one (1) day leave of absence may be granted in the event of death of an employee's or employee's spouse's brother's wife, sister's husband, and aunt and uncle, spouse's brother and sister, spouse's grandmother and grandfather, with pay, upon approval of the Chief.

Additional leave with pay may be granted by the Chief of the Fire Department upon sufficient demonstration of need (e.g. location of funeral, funeral responsibilities). Additional unpaid leave may be requested.

24.2 A regular employee may be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

#### ***Article 25 – Military Leave***

#### ***Article 26 – Special Leave***

26.1 The Fire Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed a total of ten (10) working days in any calendar year; or five (5) working days in any one instance. Nothing in this article shall be construed to preclude a commanding officer to granting an employee the right to temporarily leave his position if such an emergency arises while the employee is on duty.

26.2 Any leave of absence for six (6) days or more will require the authorization of the City Council.

26.3 The City Council may authorize special leaves of absence for any period or periods for the following purposes:

With or without pay for attendance at a college, university, or business school for the purpose of training in subjects relating to the work of the employee which will benefit the employee and the Employer; with or without pay for urgent personal business requiring employee's attention for an extended period or for purposes that are deemed beneficial to the Employer. Such request shall be submitted to the Fire Chief who will forward it to the City Council with a recommendation dependent upon whether the application is in the best interests of the department and/or the employee.

26.4 The City Council may authorize special leaves of absence for medical necessity after all accrued paid leave is exhausted not to exceed twelve months, but only for such periods of time as are operationally feasible for the department. Such leave must be requested in writing and supported by a doctor's certificate.

26.5 During periods of medical leave without pay in excess of 30 calendar days the employee may continue insurance by paying the entire cost of the monthly premiums each month.

26.6 An employee permitted to attend a seminar, school, or conference for the mutual benefit of the employee and employer, will not suffer any loss in pay for the time necessary for such attendance. The employee will be reimbursed for the cost of transportation, housing, and meals, as limited by the City, while he/she is away from Cedar Rapids. Any expense for items required by the school will be reimbursed and such items shall become the property of the department. Proof of purchase and necessity of purchase will be required to justify reimbursement.

26.7 Employees who at their request are granted special leave of sixty (60) days or more without pay will have their city and departmental seniority dates and their wage increase applicable and longevity dates adjusted to reflect the time lost during such period of absence.

26.8 a. The department shall provide the opportunity for training for each employee to maintain their training or certification. For the purposes of this article these minimum standards shall apply to: FF1, HazMat Operations, and EMS. If an employee is a member of the Special Operations team, they will be trained to the Technician Level of those disciplines that the Employer identifies as necessary within the first year of their team membership, or as soon as possible thereafter. All relevant OSHA mandates will be adhered to. The mandate for HazMat will be OSHA 29 CFR 1910.120.

b. No employee will be required or asked to obtain a contingency time trade for any reason.

## **Article 27 – Safety, Accidents and Report**

27.1 a. It is the desire of the Employer and the Union to maintain the highest standard of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, deaths, injuries and illness in the fire service.

b. Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the Employer. An individual may request inspection of protective gear by the Safety Committee should a disagreement arise over serviceability.

c. There shall be appointed a six (6) man departmental Occupational Health and Safety Committee. The Union may name one-half of the committee. They will meet with the Department Safety Officer periodically, or when necessary for the purpose of discussing safety and suggesting safety regulations. The Fire Chief shall make the determination on all matters of safety and the issuance of safety rules. The committee shall have the right to refer safety matters and rules to the Employee Safety Director after the discussion with the Fire Chief. The committee will be on a rotating basis. Two (2) members will be replaced each year.

d. Safety Committee members will be granted time off with pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire Department.

e. The Employer shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

27.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of his shift.

27.3 If an employee is required to take any medical examinations associated with their annual testing and the City Occupational physician determines that a work related condition exists the city will bear all costs of these work related exams and treatments.

27.4 a. The Special Operations team roster shall be communicated once per year on or around July 1<sup>st</sup>. The current number of team members shall be communicated at that time. The number of Special Operations Team members will be decided by the department, or it's designee.

b. During the month of July, interested employees will communicate their desire to the Special Operations Interest Group. An email shall be directed to the Manager of the Special Operations Team, and two (2) members of the Union Executive Board of their intent to serve on the Special Operations Team in the event of an opening. A committee made up of the Special Operations Team Manager, the Training Captain, a Battalion Chief, a company officer of employer's choosing, and a company officer of the association's choosing shall make the decision based on special skills, and an objective criteria. The objective criteria shall be developed and proposed, by the Special Operations Team Selection Committee, subject to the approval of the Special Operations Manager. These criteria shall be reviewed annually by the Special Operations Team selection committee, and suggested changes submitted to the Special Operations Team Manager for his/her review and/or approval. This shall be used to select new Team Members in the event that it is necessary to select more members or replace existing members of the Special Operations Team. This language shall apply only to intradepartmental Special Operations Teams.

#### ***Article 28 – Personal Development / Evaluations***

Employees will receive a Personal Development Evaluation periodically (annually). The evaluated employee will have two work days to review the completed evaluation and may schedule a subsequent meeting with the supervisor if the employee so chooses. The evaluator will meet with the individual to review the document. The interview will also include establishing improvement objectives, steps to be taken to reach the goal and what the supervisor will do to assist the employee. The employee has the right to attach a statement to the evaluation should they choose. The document with the attachment becomes part of the employee's personnel file. An employee who has been evaluated has the right to grieve all evaluations through the contractual grievance procedure if such evaluations are unfair, unjust and/or inaccurate. SEE EXHIBIT A for the evaluation instrument.

#### ***Article 29 – Physical Performance Evaluation***

It is understood by Local #11 and the City of Cedar Rapids that it is in the best interest of the parties to have employees physically fit. The City will make every effort to provide the necessary environment for the employees to achieve an acceptable level of physical fitness.

In order to achieve and maintain high levels of aerobic fitness, flexibility, muscular endurance and strength, all personnel covered by this labor agreement shall participate in a mandatory fitness assessment and exercise program. Following the assessment (which will be completed biannually), individuals will be informed of their current fitness level, the level of improvement since the past assessment and an exercise program specifically designed for the individual. Individuals are expected to show improvement towards meeting their individual established goals. This program is non-punitive if an individual is actively participating in his/her prescribed exercise program.

Assessments and individualized exercise programs will be performed and designed by certified peer fitness trainers. Crew officers are responsible for scheduling workout period during every shift. The City will maintain city purchased physical fitness equipment.

### ***Article 30 – (Reserved)***

### ***Article 31 - Wages***

31.1 An employee covered by this Agreement shall be paid at the hourly rate shown for their present grade and step as shown on Pay Schedule F hereto attached for all time worked in the employment of the Employer except as shown in Article 11.5. For purposes of this section, all time worked shall include paid leave.

31.2 Any new civilian employees shall be paid an entry level of ten (10) percent less than the amount shown for the position on Schedule F. Upon satisfactory completion of one (1) year's service in such position, the employee shall be paid at the rate shown for such position on Schedule F.

31.3 An employee who is a grade 31, but elects to work in the capacity of a grade 30, will be compensated at the grade 30 rate. An employee who is a grade 37, but elects to work in the capacity of a grade 36, will be compensated at the grade 36 rate. An employee who is a grade 41, but elects to work in the capacity of a grade 40, will be compensated at the grade 40 rate. Any employee mandated to work in a pay grade less than his/her present grade, will be compensated in accordance with their regular grade.

### ***Article 32 – Complete Agreement***

32.1 The Union and the Employer acknowledges that the understandings and agreements arrived at between the parties after negotiations are set forth in the Agreement, and that this is the complete Agreement. However, this Agreement may be amended or revised in any of its provisions at any time during its existence provided such revisions or amendments are reduced to writing and subscribed to by both parties.

32.2 This article is not intended to prohibit discussion between the Employer and employees in regard to existing practices or any changes effected by either the legislature or courts during the term of this Agreement.

***Article 33 – Separability and Savings Clause***

33.1 Reserved.

33.2 Reserved.

33.3 Reserved.

33.4 From the Code of Iowa: "601A.14 Promotion or transfer. After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as part of such agreement."

***Article 34 – (Reserved)***

**Article 35 – Effective Date**

35.1 This Agreement shall be in full force and effect from July 1, 2005, to and including June 30, 2007.

**CEDAR RAPIDS ASSOCIATION OF  
FIREFIGHTERS, LOCAL NO. 11**

By: *Rickie D. Scjrd*

Title: *PRESIDENT*

Date: *5-24-05*

**CITY OF CEDAR RAPIDS**

Mayor: *Paul D. Pate*  
Paul D. Pate, Mayor

Date: *06-03-05*

Attest: *Ann Ollinger*  
Ann Ollinger, City Clerk

Date: *6-3-05*



**SCHEDULE F – Wage Schedule 2005**

**CEDAR RAPIDS SALARY AND WAGE SCHEDULE-FIRE UNIT**

**(Effective for 1<sup>st</sup> Payday in July, 2005)**

	<u>Grade</u>		<u>S1</u>	<u>S2</u>	<u>S3</u>	<u>S4</u>	<u>S5</u>
Firefighters	(Shift)	30	14.13	14.41	15.03	15.76	16.83
Firefighters	(Days)		18.65	19.03	19.85	20.82	22.24
Firefighters	(Shift)	31	14.63	14.91	15.53	16.26	17.33
Firefighters	(Days)		19.15	19.53	20.35	21.32	22.74
Lieutenants	(Shift)	36	18.18				
Lieutenants	(Days)		24.03				
Lieutenants	(Shift)	37	18.68				
Lieutenants	(Days)		24.53				
Captains	(Shift)	40	19.06				
Captains	(Days)		25.19				
Captains No EMT	(Days)	40A	24.99				
Captains	(Shift)	41	19.56				
Captains	(Days)		25.69				

- Rates are on an hourly basis. Shift rates are based on 53-hour workweek.
- An additional .20 per hour is included for those employees certified as EMTB.
- Grade 31 – Firefighters who are State Certified Paramedics (*who meet the Department's required certification level*).
- Grade 37 – Lieutenants who are State Certified Paramedics (*who meet the Department's required certification level*).
- Grade 41 – Captains who are State Certified Paramedics (*who meet the Department's required certification level*).
- There is a 6-month period between steps 1 and 2.
- There is a 6-month period between steps 2 and 3.
- There is a 12-month period between steps 3 and 4.
- There is a 12-month period between steps 4 and 5.
- Wage Adjustment = 3.0%

**SCHEDULE G – Wage Schedule 2006**

**CEDAR RAPIDS SALARY AND WAGE SCHEDULE-FIRE UNIT**

**(Effective for 1<sup>st</sup> Payday in July, 2006)**

	<u>Grade</u>		<u>S1</u>	<u>S2</u>	<u>S3</u>	<u>S4</u>	<u>S5</u>
Firefighters	(Shift)	30	14.55	14.84	15.47	16.23	17.33
Firefighters	(Days)		19.21	19.60	20.44	21.44	22.90
Firefighters	(Shift)	31	15.05	15.34	15.97	16.73	17.83
Firefighters	(Days)		19.71	20.09	20.94	21.94	23.40
Lieutenants	(Shift)	36	18.72				
Lieutenants	(Days)		24.74				
Lieutenants	(Shift)	37	19.22				
Lieutenants	(Days)		25.24				
Captains	(Shift)	40	19.63				
Captains	(Days)		25.94				
Captains No EMT	(Days)	40A	25.74				
Captains	(Shift)	41	20.13				
Captains	(Days)		26.44				

- Rates are on an hourly basis. Shift rates are based on 53-hour workweek.
- An additional .20 per hour is included for those employees certified as EMTB.
- Grade 31 – Firefighters who are State Certified Paramedics (*who meet the Department's required certification level*).
- Grade 37 – Lieutenants who are State Certified Paramedics (*who meet the Department's required certification level*).
- Grade 41 – Captains who are State Certified Paramedics (*who meet the Department's required certification level*).
- There is a 6-month period between steps 1 and 2.
- There is a 6-month period between steps 2 and 3.
- There is a 12-month period between steps 3 and 4.
- There is a 12-month period between steps 4 and 5.
- Wage Adjustment = 3.0%

# CEDAR RAPIDS FIRE DEPARTMENT PERSONNEL DEVELOPMENT EVALUATION 12/99 (1)

<b>EMPLOYEE NAME:</b>	<b>I. Operation / Care of Equipment and Property:</b> Conducts station and apparatus maintenance program to ensure that apparatus and equipment assigned to the station is in a state of readiness and that a safe environment exists within the station.	
<b>RANK:</b>	Conducts scheduled checks, documents proper record keeping and needed repairs per SOP's.	
<b>DATE:</b> _____ / _____ / _____	Immediately following an emergency incident, returns assigned apparatus and equipment to operational service.	
<b>RATING</b>	Provide relief with all pertinent information at exchange of duty including any needed repair.	
<b>1. EXCEEDS EXPECTATIONS:</b> Superior performance in this evaluation period.  <b>2. SATISFACTORY:</b> Your performance in this area met expectations.  <b>3. NEEDS IMPROVEMENT:</b> Need for improvement is indicated; your supervisor will assist you in developing improvement objectives.  <b>4. N/A:</b> Not applicable or observed during the evaluation period.	Performs preventative maintenance and records completion per SOP's.	
	Perform all assigned maintenance items according to SOP's and schedule established by station officer.	
	<b>II. Fire Prevention Activities:</b> Conducts assigned fire prevention program activities, including building inspections, pre-fire surveys, and public education programs.	
	Actively participates in inspection process by recognizing and recording violations.	
	Actively participates in building preplans.	
	Conducts Fire Safety Education classes as assigned.	
	<b>III. Fire Training:</b> Performs to a level of competency on all training evolutions and departmental manual skills criteria contained in FIRE skill check sheets.	
	Attends all required training sessions during evaluation period. Required training are those that the department provides make up sessions.	
	Actively participates in practical evolutions (minimum company skills as observed and documented by the company officer).	
	Maintains manual skills at a level equal to departmental training.	

# CEDAR RAPIDS FIRE DEPARTMENT PERSONNEL DEVELOPMENT EVALUATION 12/99 (2)

EMPLOYEE NAME:	IV. Emergency Medical Services: The individual responds to and performs emergency medical services to the EMT-B level, in order to sustain life of those adversely affected by injury or sudden illness.	
RANK:	* Performs to the level of EMT-B as established by the Iowa Department of Health.	
DATE: ____ / ____ / ____	* Attends EMT sessions administered by the Cedar Rapids Fire Department to maintain EMT-B and CPR recertifications.	
	* Maintains EMS manual skills at a level equal to departmental training/protocols.	
RATING	Complies with City/Fire Department policies and procedures regarding infection control programs and equipment.	
1. EXCEEDS EXPECTATIONS: Superior performance in this evaluation period.	V. Suppression	
	Responds to and performs firefighting functions in a safe and proper manner to mitigate or control the emergency situation.	
2. SATISFACTORY: Your performance in this area met expectations.	Wears all appropriate protective clothing in accordance to departmental SOP's.	
	Works within the Incident Command system of the fire ground.	
3. NEEDS IMPROVEMENT: Need for improvement is indicated; your supervisor will assist you in developing improvement objectives.	Performs the functions of suppression, rescue, forcible entry, salvage, and overhaul to the level of departmental training.	
	Operates Fire Department apparatus in a safe and prudent manner with no documented citations or preventable accidents.	
4. N/A: Not applicable or observed during the evaluation period.	VI. Interpersonal Skills	
	Deals with the public and co-workers in a polite, respectful manner.	
	Demonstrates a professional attitude toward the public.	
	Demonstrates the ability to remain calm during emergency situations.	
* Rated by EMS Trainers.	Understands and applies Departmental Administrative Rules.	

# CEDAR RAPIDS FIRE DEPARTMENT PERSONNEL DEVELOPMENT EVALUATION 12/99 (3)

EMPLOYEE NAME:	Understands and applies Departmental Standard Operating Procedures (SOP's).	
	Understands and executes the responsibilities of his/her rank.	
RANK:	Understands and executes the responsibilities of his/her assignment.	
	Observes the working hours of their position.	
DATE: _____ / _____ / _____	Sets realistic goals/objectives and progresses towards achieving them.	
	Pursues task assignments and satisfactorily completes them in a safe timely manner with little or no supervision.	
RATING	Demonstrates initiative.	
1. EXCEEDS EXPECTATIONS: Superior performance in this evaluation period.  2. SATISFACTORY: Your performance in this area met expectations.  3. NEEDS IMPROVEMENT: Need for improvement is indicated; your supervisor will assist you in developing improvement objectives.  4. N/A: Not applicable or observed during the evaluation period.	Uses study time wisely.	
	Ability to analyze problems and make sound decisions.	
	Participates as a team member in daily routine and emergency scene activities.	
	Performs work with an acceptable degree of workmanship, accuracy, neatness, and completeness.	
	Maintains the necessary strength, coordination, and agility to properly and safely perform routine and assigned tasks.	
	Works with peers, subordinates, and supervisor to achieve department goals/objectives.	
	VII. Communication Skills	
	Demonstrates an ability to write a report that is clearly understandable and contains all relevant information of what happened.	
	Demonstrates an ability to verbally convey an understandable message.	

# CEDAR RAPIDS FIRE DEPARTMENT PERSONNEL DEVELOPMENT EVALUATION

12/99 (4)

EMPLOYEE NAME:

Listens effectively.

### VIII. Supervisory Skills\*

RANK:

Plans and organizes personnel activities and schedules time for increased effectiveness.

Seeks to remedy problems on his/her own level when possible.

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Counsels, evaluates and disciplines subordinates effectively.

Implements or applies departmental mission and values statements when enforcing department programs.

## RATING

Delegates effectively and appropriately.

1. EXCEEDS EXPECTATIONS:  
Superior performance in this evaluation period.

2. SATISFACTORY:  
Your performance in this area met expectations.

3. NEEDS IMPROVEMENT:  
Need for improvement is indicated; your supervisor will assist you in developing improvement objectives.

4. N/A:  
Not applicable or observed during the evaluation period.

\* Pertains only to officer including Acting Officer if applicable.

**Performance Strengths:**

12/99 (5)

**Improvement Objectives:**

**Action Steps:**

**What Can the Supervisor Do To Help the Employee:**

**Employee Comments:**

**Rated Employee Signature:**

**Supervisor(s) Signature:**